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# **TICOR TITLE INSURANCE**

March 23, 1984

TO: George M. Wells, President, Oregon Portland Cement Company

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Ticor Title Insurance Company of California hereby commits to issue its owner's policy (ALTA Owner's Form B, standard coverage) in the amount of \$12,000,000 insuring fee title in Oregon Portland Cement Company, a Nevada corporation, on property described in Ticor commitment A-315181 effective March 12, 1984 (which property is commonly known as 3801 E. Marginal Way South, Seattle), subject only to special exceptions 3 through 10, incl. and additional exceptions A through J incl. listed on the inside back cover of said commitment.

TICOR TITLE INSURANCE COMPANY OF CA.

BY: Jeffrey P. Heston

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**TICOR  
TITLE INSURANCE**

**Commitment for Title Insurance**

approachments or questions of location, boundary and area, which an accurate survey may disclose.

**TICOR TITLE INSURANCE COMPANY**, (a stock company), a California corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations thereunder shall cease and terminate one hundred eighty (180) days after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

**TICOR TITLE INSURANCE COMPANY**

By

*Gerald L. Appel*

President

Attest

*Erich B. Eberbach*

Secretary

## Conditions and Stipulations

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed insured shall disclose such knowledge to the Company or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed insured and such parties included under the definition of

insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## Schedule of Exclusions from Coverage

### THE EXCLUSIONS FROM COVERAGE REFERRED TO IN PARAGRAPH 3 OF THE CONDITIONS AND STIPULATIONS ARE AS FOLLOWS:

#### OWNER'S POLICY FORM B—1970

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

#### LOAN POLICY

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.
2. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy (except to the extent insurance is afforded herein as to any statutory lien for labor or material).
4. Unenforceability of the lien of the insured mortgage because of failure of the insured at Date of Policy or of any subsequent owner of the indebtedness to comply with applicable "doing business" laws of the state in which the land is situated.

#### ALTA RESIDENTIAL TITLE INSURANCE POLICY—1979

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
  - land use
  - land division
  - improvements on the land
  - environmental protectionThis exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless a notice of taking appears in the public records on the Policy Date.

#### 3. Title Risks:

- that are created, allowed or agreed to by you
- that are known to you, but not to us, on the Policy Date—unless they appeared in the public records
- that result in no loss to you
- that first affect your title after the Policy Date—this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks.

#### 4. Failure to pay value for your title.

#### 5. Lack of a right:

- to any land outside the area specifically described and referred to in Item 3 of Schedule A, or
- in streets, alleys or waterways that touch your land.

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

AGC2A000026

**SCHEDULE A**

**Commitment no.**  
**A-315181 U-10 3RD REPORT**

**Effective date of commitment:**  
**MARCH 12, 1984 AT 8:00 A.M.**

**Prepared for:**

**Your no.: LONE STAR INDUSTRIES**

**- NATIONAL TITLE SERVICE  
SEATTLE, WASHINGTON  
ATTN: ANN RUSBULDT**

**Inquiries should be directed to:**

**Ticor Title Insurance Company  
1008 Western Avenue, Suite 200  
Seattle, Washington 98104**

**1. Policy or policies to be issued:**

**American Land Title Association  
Owners/purchasers policy - FORM B - 1970  
Coverage: STANDARD  
Amount : \$12,000,000.00  
Premium : \$16,293.00  
Tax : \$1,287.15**

**Proposed insured:  
ASH GROVE CEMENT COMPANY, A DELAWARE CORPORATION**

**2. The estate or interest in the land described or referred to in  
this commitment and covered herein is:**

**FEE SIMPLE ESTATE**

3. Title to said estate or interest in said land is at the effective date hereof vested in:

- LONE STAR INDUSTRIES, INC., A DELAWARE CORPORATION, FORMERLY LONE STAR CEMENT CORPORATION, A DELAWARE CORPORATION, FORMERLY LONE STAR CEMENT CORPORATION, A MAINE CORPORATION

4. The land referred to in this commitment is located in the county of King, State of Washington, and described as follows:

PARCEL A:

BEGINNING ON THE SOUTH LINE OF LOT 19, BLOCK 378, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, AT A POINT 30.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT, SAID POINT BEING ON THE WESTERLY LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881; THENCE WESTERLY ALONG THE NORTH LINE OF WEST DAKOTA STREET TO THE SOUTHWEST CORNER OF LOT 24, BLOCK 387, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON; THENCE NORTHEASTERLY ALONG THE WESTERLY LINE OF SAID BLOCK 387 TO THE NORTHWEST CORNER OF LOT 15, SAID BLOCK 387; THENCE EAST 1376.477 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 28, BLOCK 378, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 28, A DISTANCE OF 57.586 FEET, MORE OR LESS, TO THE WEST LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881; THENCE ON SAID WEST LINE SOUTH 546.56 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

TOGETHER WITH THE NORTH ONE-HALF OF THAT PORTION OF WEST DAKOTA STREET BOUNDED ON THE EAST BY THE WESTERLY LINE OF EAST MARGINAL WAY AS ESTABLISHED UNDER ORDINANCE NO. 32881, AND ON THE WEST BY THE CENTERLINE OF 8TH AVENUE SOUTHWEST (HERETOFORE VACATED) AND ALL OF THAT PORTION OF WEST DAKOTA STREET BOUNDED ON THE EAST BY THE CENTERLINE OF 8TH AVENUE SOUTHWEST (HERETOFORE VACATED) AND ON THE WEST BY THE WEST LINE OF LOT 24, BLOCK 387, SEATTLE TIDE LANDS, IN KING COUNTY, WASHINGTON, PRODUCED SOUTH TO THE NORTHWEST CORNER OF LOT 1, CALHOUN, DENNY & EWING'S REPLAT OF BLOCK 388, SEATTLE TIDE LANDS, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON; SAID DESCRIBED PORTIONS OF WEST DAKOTA STREET HAVING HERETOFORE BEEN VACATED BY ORDINANCE NO. 80964 OF THE CITY OF SEATTLE.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF WASHINGTON FOR PRIMARY STATE HIGHWAY NO. 1 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 4861150.

PARCEL B:

LOTS 1, 2, 47 AND 48, CALHOUN, DENNY & EWING'S REPLAT OF BLOCK 388, SEATTLE TIDE LANDS, ACCORDING TO THE PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 92, IN KING COUNTY, WASHINGTON.

TOGETHER WITH THE WEST HALF OF 8TH AVENUE SOUTHWEST ADJOINING SAID LOTS 47 AND 48 AND THAT PORTION OF 9TH AVENUE SOUTHWEST BOUNDED IN THE NORTH BY SOUTH LINE OF WEST DAKOTA STREET AND ON THE SOUTH BY THE SOUTH LINE OF SAID LOT 2 PRODUCED EAST TO THE SOUTHWEST CORNER OF SAID LOT 47, SAID DESCRIBED PORTIONS OF 8TH AVENUE SOUTHWEST AND 9TH AVENUE SOUTHWEST, HAVING HERETOFORE BEEN VACATED BY ORDINANCE NO. 76243 OF THE CITY OF SEATTLE.

SCHEDULE B

1. The following are the requirements to be complied with:

A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.

B. THE PROPOSED DEED MUST BE AUTHORIZED BY RESOLUTION OF THE DIRECTORS OF THE HEREIN NAMED CORPORATION AND A CERTIFIED COPY SUBMITTED.

CORPORATION: LONE STAR INDUSTRIES, INC., A DELAWARE CORPORATION

C. A SHOWING THAT ASH GROVE CEMENT COMPANY IS AN ENTITY CAPABLE OF HOLDING TITLE TO REAL ESTATE UNDER THE LAWS OF THE STATE OF DELAWARE. WE FIND NO CORPORATION OF THAT NAME ON THE LIST OF ACTIVE CORPORATIONS IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF WASHINGTON.

- 11 Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the company:

SPECIAL EXCEPTIONS:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

2. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.

The property described lies within: SEATTLE  
Present rate of real estate excise tax as of the date herein is: 1.32 PER CENT

3. GENERAL TAXES, as follows, plus interest and/or penalties after delinquency:

For year	Amount billed	Amount paid
1984	\$77,187.93	\$3.00

Being County Treasurer's parcel no. 766670-0350-01

4. RIGHT OF THE CITY OF SEATTLE TO RECONSTRUCT, OPERATE AND MAINTAIN THE EXISTING OVERHEAD UTILITY IN SAID WEST DAKOTA STREET UNTIL SUCH TIME AS THE BENEFICIARIES OF THE VACATION THEREOF ARRANGE WITH THE OWNER OF SAID UTILITY FOR ITS REMOVAL, RESERVED IN ORDINANCE NO. 80964 OF THE

CITY OF SEATTLE BY WHICH SAID WEST DAKOTA STREET WAS VACATED.  
AFFECTS PARCEL (A)

5. RELINQUISHMENT OF RIGHT OF ACCESS to state highway and of light,  
view and air, under terms of deed to the State of Washington.

Recorded : DECEMBER 27, 1957  
Auditor's no.: 4861150  
AFFECTS PARCEL A

6. AN EASEMENT with provisions, conditions and covenants as may be  
set forth therein.

For : 2 STANDARD GAUGE RAILROAD TRACKS  
In favor of : PARR INDUSTRIAL CORPORATION  
Reflected of record by instrument  
Recorded : JANUARY 6, 1958  
Auditor's no.: 4862994  
Affects : STRIP OF LAND IN BLOCK 378 SEATTLE TIDE LANDS AND IN  
NORTHERLY 50 FEET OF WEST DAKOTA STREET AS SAID STREET  
WAS VACATED UNDER ORDINANCE NO. 80946 OF CITY OF  
SEATTLE IN SECTION 18, TOWNSHIP 24 NORTH, RANGE 4 EAST,  
W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT ON LINE BETWEEN LOTS 20 AND 21 SAID BLOCK 378  
WHICH POINT IS 22 FEET WEST OF WEST LINE OF EAST MARGINAL WAY; THENCE  
NORTH ON LINE PARALLEL WITH WEST LINE OF EAST MARGINAL WAY A DISTANCE  
OF 100.09 FEET; THENCE SOUTH 3°57'31" WEST 86.91 FEET TO POINT OF CURVE  
TO RIGHT HAVING RADIUS OF 211.88 FEET; THENCE FOLLOWING CURVE TO RIGHT  
A DISTANCE OF 236.19 FEET TO AN INTERSECTION WITH CENTERLINE OF SAID  
VACATED WEST DAKOTA STREET; THENCE EAST ALONG SAID CENTERLINE OF  
VACATED WEST DAKOTA STREET A DISTANCE OF 48.08 FEET TO POINT OF CURVE  
TO LEFT HAVING RADIUS OF 226.23 FEET; THENCE FOLLOWING SAID CURVE TO  
LEFT A DISTANCE OF 164.30 FEET; THENCE NORTH 6°36'17" WEST 36.94 FEET  
TO THE POINT OF BEGINNING  
AFFECTS A PORTION OF PARCEL A

7. AGREEMENT for side sewer connection, whereby, in consideration  
of a permit to construct a side sewer to connect said premises  
in such a manner that more than one single residence building  
is connected to one side sewer, not conforming to the requirements  
of Ordinance of the City of Seattle, or as may be amended, do  
hereby agree to indemnify and save harmless the City of Seattle  
from all future damages resulting from such connection. This  
agreement shall be a covenant running with the land and shall be  
binding upon all parties, their heirs and assigns forever.

Dated : JANUARY 5, 1969  
Executed by : LONE STAR CEMENT CORPORATION  
To : CITY OF SEATTLE  
Recorded : MAY 5, 1969  
Auditor's file no.: 6505870



**AFFECTS PARCEL A**

8. Right of use, control or regulation by the United States of America in the exercise of powers over navigation.
9. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.
10. RIGHT, IF ANY, OF PUBLIC UTILITY USE OF A SOUTHEASTERLY PORTION OF SAID PREMISES FOR SUBSTATION PURPOSES.

**ALTA MATTERS:**

The OWNER'S POLICY applied for will not insure against those matters listed as additional exceptions on the inside back cover hereof.

NOTE: Investigation should be made to determine if there are any service, installation, maintenance or construction charges for sewer, water, garbage or electricity.

NOTE: A consolidated statement of all charges and advances in connection with this order will be provided at closing.

NOTE: In event the transaction fails to close and this commitment is cancelled, a fee will be charged to comply with the state insurance code and the filed schedule of this company.

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## ENDORSEMENT

ISSUED BY

### Ticor Title Insurance Company of California

Attached to and forming a part of:

1. Commitment No. *A-315181*
2. Policy of Title Insurance No.  
or
3. \_\_\_\_\_ No.

WHEREAS, Ticor Title Insurance Company of California, a California corporation, has acquired permission from the company whose name is shown as issuer or insurer on the document to which this endorsement is attached to underwrite and assume the obligations and liability thereunder, and,

WHEREAS, Ticor Title Insurance Company of California does, by this endorsement, assume all the obligations and liability of the company whose name is shown as issuer or insurer of the documents to which this endorsement is attached.

NOW, THEREFORE, wherever in the commitment, policy, or other document to which this endorsement is attached the name of a title insurance company other than "Ticor Title Insurance Company of California" appears as issuer or insurer, that name is hereby amended to the name:

#### TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

This endorsement, when countersigned below by a Validating Signatory, is made a part of the commitment, policy, or other document to which it is attached and is subject to all of the terms and provisions thereof and any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the document and prior endorsements, if any, nor does it extend the effective date of the document and prior endorsements, if any, nor does it increase the face amount of liability thereof.

IN WITNESS WHEREOF, the Ticor Title Insurance Company of California has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Dated as of the effective date of  
the document to which this  
endorsement is attached.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By

*James L. Appel*

President

Attest

*Frank E. Black*

Secretary

Countersigned:

By

*Ronald L. Bauer*

Validating Signatory

**NOTE: THE POLICY COMMITTED FOR MAY BE EXAMINED BY INQUIRY AT THE OFFICE WHICH ISSUED THE COMMITMENT, AND A SPECIMENT COPY OF THE POLICY FORM (OR FORMS) REFERRED TO IN THIS COMMITMENT WILL BE FURNISHED PROMPTLY UPON REQUEST.**

**ADDITIONAL EXCEPTIONS WHICH MAY, ACCORDING TO SCHEDULE B OF THIS COMMITMENT, BE SET FORTH AS EXCEPTIONS IN SCHEDULE B OF THE POLICY APPLIED FOR:**

- A. Encroachments or questions of location, boundary and area, which an accurate survey may disclose.
- B. Public or private easements, streets, roads, alleys or highways, unless disclosed of record by recorded plat or conveyance, or decree of a court of record.
- C. Rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records.
- D. Material or labor liens, or liens under the Workmen's Compensation Act not disclosed by the public records.
- E. Water rights or matters relating thereto.
- F. Any service, installation or construction charges for sewer, water, electricity, or garbage removal.
- G. Exceptions and reservations in United States Patents.
- H. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.
- I. Right of use, control or regulation by the United States of America, in the exercise of powers over navigation.
- J. Any prohibition or limitation on the use, occupancy or improvement of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land.